

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
GROUNDSKEEPING FOR DEPARTMENT OF SOLID WASTE MANAGEMENT
SPECIFICATION PD 08-09.032**

● **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS" (Paragraph 60)
- NOTARIZED SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES (If applicable)
- BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS (If requested)

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR

**BID ONLY.
DO NOT RETURN WITH YOUR BID
ESCAMBLA COUNTY
FLORIDA**

INVITATION TO BIDDERS

GROUNDSKEEPING FOR DEPARTMENT OF SOLID WASTE MANAGEMENT

SPECIFICATION NUMBER PD 08-09.032

BIDS WILL BE RECEIVED UNTIL: 11:00 a.m., CST, Tuesday, March 3, 2009

A Pre-Solicitation Conference will be held Wednesday, February 25, 2009 at 10:00 a.m., CST at the Department of Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533.

All bidders are encouraged to attend.

**Office of Purchasing
213 Palafox Place
Matt Langley Bell III Building
Pensacola, FL 32502**

Board of County Commissioners

**Marie Young, Chairman
Grover Robinson IV- Vice Chairman
Wilson Robertson
Gene Valentino
Kevin W. White**

**From:
Claudia Simmons
Purchasing Manager**

**Procurement Assistance:
Joe Pillitary, CPPB, CPPO
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805**

**Technical Assistance:
Marge Hunter
Administrative Supervisor
Scalehouse
Dept. of Solid Waste Management
13009 Beulah Road
Pensacola, FL 32533
Tel: (850) 937-2160
Fax: (850) 937-2152**

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**GROUNDSKEEPING FOR DEPARTMENT OF SOLID WASTE MANAGEMENT
PD 08-09.032**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Claudia Simmons

Purchasing Manager

Office of Purchasing, 2nd Floor
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

**GROUNDSKEEPING FOR DEPARTMENT OF
SOLID WASTE MANAGEMENT**

SOLICITATION NUMBER: PD 08-09.032

SOLICITATION

MAILING DATE: Tuesday, February 17, 2009

PRE-BID CONFERENCE: 10:00 am CST, Wednesday, February 25, 2009 at the Department of Solid Waste Management, 13009 Beulah Road, Cantonment, FL 32533

OFFERS WILL BE RECEIVED UNTIL: 11:00 am CST, Tuesday, March 3, 2009 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

**Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER:

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _NA_

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____

Signature of Person Authorized to Sign

Date

WITNESS _____

Date

ATTEST: _____

Corporate Secretary

Date

WITNESS _____

Date

[CORPORATE SEAL]

ATTEST: _____

Witness

Date

Awarded Date _____

ATTEST: _____

Witness

Date

Effective Date _____

BID FORM
Specification Number PD 08-09.032
Groundskeeping for Department of Solid Waste Management

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Groundskeeping for Department of Solid Waste Management** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

GROUND MAINTENANCE SCHEDULE FOR PERDIDO LANDFILL

SERVICE PERFORMED	UNIT PRICE	TOTAL SERVICE	YEARLY TOTAL
Mulch Shrub Beds (2 ea.)		2	
Weed Shrub Beds		8	
Trees and Shrubs		3	
Ant Control		6	
Turf Areas – mow/trim/edge/ Police/protect liner		32	
Leach Basin – mow/trim Turf/protect liner		32	
River Walk – mow/trim		32	
Terrace Outfalls, 14 ea Mow/trim area varies In accordance with large Machine mow contract		10	
3C Concrete ditch approx. 850 feet		3	
3C concrete ditch outfalls (8ea.)		3	
3C concrete ditch end walls (3 ea.)		3	
East concrete ditch Approx. 1400 feet		3	
South concrete ditch Approx. 1300 feet		3	
Lift stations (6 ea.) Mow/trim approx. 10 feet Perimeter @ ea.		10	
Pump houses (3 ea.) Mow/trim approx. 10 feet Perimeter @ ea.		10	
Fencelines @ HHW, Leachate Basins and Front Property line approx. 2600 feet		3	
Guard rails approx. 2319 feet		3	
RMRF concrete ditch Approx 325 feet		32	
RMRF concrete ditch Outfalls (4 ea.)		32	
RMRF turf area – mow/trim Edge curb		32	
Greenwaste Perimeter Concrete Conveyance		3	
Maintain irrigation systems as needed			
GRAND TOTAL			\$

Please provide price for additional line item:

Fertilize Turf Areas		2	
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CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority

Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Certification to spray herbicides and pesticides
No. _____

Signature: _____

Type of Contractor's License, Certification and/or
Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

Terms of Payment

(Check one) Net 30 Days ___ 2% 10th Prox ___

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

County Permits/Fees required for this project:

Person to contact for disaster service:

Permit _____ Cost _____
___ None Known _____

Home Address: _____

Home Phone/Cell/Pager #: _____

Payment and Performance Bonds (If required) \$ _____ /Cost per \$1,000

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other government agencies [] Yes [] No

Signature: _____

Bid Form Continued..

PD 08-09.032

Groundskeeping for Department of Solid Waste Management

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

References:

- 1.
- 2.
- 3.
- 4.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____, 19_____, _____
(signature)

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____
 (Type of identification)

 (Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.co.escambia.fl.us/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers= Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked

Specification Number PD 08-09.032 "GroundsKeeping for Department of Solid Waste Management", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

Escambia County is seeking a responsible company to do groundskeeping for the Department of Solid Waste Management at the Perdido Landfill located at 13009 Beulah Road.

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **10%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County may require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 223 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, Phone: (850) 595-4878, fax: (850) 595-48065 Technical questions may be directed to Marge Hunter, Administrative Supervisor, Telephone: (850) 937-2160, Fax: (850) 937-2152.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a pre-solicitation conference on Wednesday, February, 25, 2009 commencing at 10:00 a.m., CST at the Department of Solid Waster Management, located at 13009 Beulah Road, Cantonment, Florida 32533

At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation. **All bidders are encouraged to attend.**

7. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

8. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

9. **Compliance with Occupational Safety and Health**

A materials safety data sheet (MSDA) will be provided to the County on any product used during

the performance of the contract. The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

10. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

11. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

12. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place

13. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and

awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

15. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty six (36) months. Any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

The contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

16. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

17. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

18 **Price Adjustment**

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

19. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

20. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

21. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/proposal form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

22. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. References
listing company, contact name and telephone number.
3. List of equipment available to do the work.
4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

23. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

24. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

25. **Award**

Award shall be made on an "all-or-none total" basis.

26. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

27. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may

deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

28.

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor=s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractors insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractors deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-

insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x, c, u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Countys acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when

required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, Purchasing Coordinator
Office of Purchasing, Room 230
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractors obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractors insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

29. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any

one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT A

Solid Waste Management Groundskeeping Contract Specifications

General Conditions:

- a) **Trash Removal Prior to Mowing**- Contractor will be responsible for policing and removal of any trash and litter to prevent the cutting of trash and litter as part of the Groundskeeping process.
- b) **Cleanup**- The Contractor is responsible for the cleanup of any trash cut by mowers as well as clearing of sidewalks and curb /gutters. Cleaning methods suitable for clippings are blowers, brooms, rakes as deemed appropriate by Contractor.
- c) **Damage Repair**- Contractor will be responsible for repairing, at contractor's expense any damage to any existing structures, facilities and liner determined to be caused by the contractor in the process of groundskeeping.
- d) **Keys and Locks**- Contractor will be provided with all keys to locks on gates and other entrances areas as needed to perform work. To prevent unauthorized access in specific areas gates shall be locked by the contractor prior to leaving the property. The Contractor will pay for locks and/or chains left unsecured by the Contractor.
- e) **Reports and Follow Up**- Contractor to check in and out at Administration at each site visit to perform work. The Contractor will note date and time of visit. Contractor to provide monthly schedule to Solid Waste Management representative for work to be performed.
- f) **PPE** - The Contractor is responsible for complying with our Division's Personal Protective Equipment Policy (PPE) while performing work for DSWM. Our PPE Policy can be obtained from Solid Waste Management.

Frequency of Work Performed- See Groundskeeping Cycle Maintenance Schedule (attached).
Premature mowing or billing will not be allowed.

Specifications By Type:

Mulch Shrub Beds- DSWM will provide mulch for Contractor to mulch beds. Beds are located at the Field Operations Building and Administration.

Weed Shrub Beds- Round Up shall be applied as needed to keep out weeds and/or unwanted vegetation.

Trees and Shrubs- Shrubs to be trimmed to maintain top of shrub even with bottom of windows at Field Operations Building. Shrubs at Administration should be trimmed so as not to interfere with walkways and porches. Trees to be pruned so mow/trim work can be performed against tree base without obstruction.

Ant Control- To be performed at Administration, Field Operations Building, Lift Stations, Pump Houses and Leachate Basin pump house and electrical panels.

Turf Areas- Landfill Entrance, Shop/Ops Building, Administration Bldg., RCO Compound, Household Hazardous Waste, Recycling Center, Customer Convenience Center, Beulah Road right of way, Weigh Station and Parking Lot.

Turf areas will receive a combination of mowing, edging/trimming and liner protection.
This is an additional line item to quote. Done only if requested by Solid Waste Mgmt.

Mowing- Fine cut rotary

Edging/Trimming- Height same as mower if using string or blade. *Building sites must be trimmed around all sidewalks, parking areas, trees, buildings, etc.*

Liner Protection- Two areas will have exposed liner, which can be damaged by equipment. Precautionary measures must be taken by the Contractor to prevent any damage to liner. These two areas are north boundary Section 3C and Leachate Basins. Repairs to damaged liner requires specialty contractor and must be approved by DSWM representative prior to damage being repaired.

Fertilize Turf Areas- Twice per year, spring/fall. Fertilizer should be typical type used in this area to keep turf healthy. Fertilizer should contain no less than 3% per 50lbs of pre-emergent agent for weed control.

Leachate Basin- Designated turf area with exposed liner, pump house electrical panel and fence line.

Riverwalk- Designated turf area. Picnic tables to be trimmed. Signage to be trimmed or chemically treated with Round Up or equivalent.

Terrace Outfalls- To be mowed/trimmed and chemically treated. Extent of area to be trimmed will vary for each terrace in accordance with Large Machine Mow Contract. Areas immediately around outfalls are typically too steep for large mow machinery. Steep area must be done by hand. Actual outfall structure of cement rip rap bags to be chemically treated with Round Up or equivalent.

3C Concrete Conveyance, Outfalls and Endwalls- Conveyance extends along the north and west boundaries of Section 3C. All structures to be chemically treated with Round Up or equivalent along concrete edges, weep holes and expansion joints. Treatment along edges should not kill vegetation to cause erosion during rain events.

East Concrete Conveyance- Conveyance extends along east perimeter of landfill site. Conveyance to be chemically treated with Round Up or equivalent along concrete edges, weep holes and expansion joints. Treatment along edges should not kill vegetation to cause erosion during rain events.

South Concrete Conveyance- Conveyance extends along south perimeter of landfill site. Conveyance to be chemically treated with Round Up or equivalent along concrete edges, weep holes and expansion joints. Treatment along edges should not kill vegetation to cause erosion during rain events.

Lift stations- Lift stations are located primarily along the east and west perimeter of the landfill site. Stations require mow/trim approximately 10 feet in diameter around each lift station. Chemical treatment, Round Up or equivalent, can be used against lift station itself. If chemically treated must not cause erosion during rain events.

Pump Houses- Pump houses are located at the Southeast Pond, Southwest Pond and Sand Filter Pond. A 10-foot perimeter around each Pump House should be mowed/trimmed. All above ground piping to be trimmed. Chemical treatment may be used along edges of Pump House buildings and exposed pipe. If chemically treated must not cause erosion during rain events.

Fencelines- Fencelines are located at HHW, Front Property Boundary and Leachate Basins. Fencelines to be chemically treated no greater than 12 inches from fenceline.

Guardrails- Guardrails extend along north and west boundaries of Section 3C and along north boundary of Recycled Material Recovery Facility (RMRF). Base of each guardrail post to be chemically treated.

RMRF Concrete Conveyance and Outfalls- Conveyance extends along north boundary of facility and in front of Sorting building. All structures to be chemically treated with Round Up or equivalent along concrete edges, weep holes and expansion joints. Treatment along edges should not kill vegetation to cause erosion during rain events.

RMRF Turf- Designated turf area to be mow/trimmed and curb edged. This area is prone to have concentrated litter and should be policed prior to completion of ground keeping activity.

Green Waste Concrete Conveyance- Conveyance runs along perimeter of Green Waste Processing. Conveyance to be chemically treated with Round Up or equivalent along concrete edges, weep holes and expansion joints. Treatment along edges should not kill vegetation to cause erosion during rain events.

EXHIBIT A

DEPARTMENT OF SOLID WASTE MANAGEMENT	POLICY NO: 110
	EFFECTIVE DATE: April 1, 2000
RESPONSIBLE DIVISION/SUBACTIVITY: ADMINISTRATION	APPROVED BY: <i>R. Mark Triplett</i>
APPLICABLE TO: SOLID WASTE MANAGEMENT EMPLOYEES	PAGE: 1 OF 4
POLICY SUMMARY: THIS POLICY ESTABLISHES GUIDELINES FOR THE USE OF PERSONAL PROTECTIVE EQUIPMENT	

DETAILED POLICY DESCRIPTION

This policy contains the specific requirements for Personal Protective Equipment (PPE). The designation and use of PPE for all jobs which have an inherent injury potential is detailed. PPE specified as mandatory will be provided and employees will be fully accountable for its use and condition. PPE will be used and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards, processes or environment capable of causing injury or impairment. An exclusion area is shown on the attached site plan.

A. Hazard Assessment

The Department of Solid Waste Management (DSWM) Safety Committee in conjunction with the Escambia County Safety Officer (Office of Risk Management) has assessed the landfill workplace and determined hazards are present, or likely to be present, which necessitate the use of PPE. The DSWM and the Safety Officer will select and have each employee use the types of PPE that will protect the affected employees from the hazards identified in the hazard assessment.

B. Training

The DSWM shall provide training to each employee who is required to use PPE. Each employee shall be trained to know at least the following:

1. When PPE is necessary;
2. What PPE is necessary;
3. How to properly wear PPE;
4. The limitations of the PPE;
5. The proper care and maintenance of PPE; and,
6. The DSWM shall verify that each affected employee has received and understood the required training through a written certification that contains the name of each employee trained, the date(s) of training, and subject of the training.

C. Mandatory Use Of Protective Equipment

Certain types of PPE have been selected for job classifications associated with landfill work. Each classification affected has PPE to be used as specified in the job hazard assessment (attached) and therefore is mandatory. Mandatory use of PPE shall be a condition of employment within the DSWM. Supervisors will be held accountable for employees allowed to work out of compliance. Failure to use specified PPE which results in a workplace injury may result in worker's compensation benefits being reduced up to 25% (Florida Statute 440.102(5); Florida Administrative Code 38F-9.001(2)(a)).

DEPARTMENT OF SOLID WASTE MANAGEMENT	POLICY NO: 110
	EFFECTIVE DATE: April 1, 2000
RESPONSIBLE DIVISION/SUBACTIVITY: ADMINISTRATION	APPROVED BY:
APPLICABLE TO: SOLID WASTE MANAGEMENT EMPLOYEES	PAGE: 2 OF 4
POLICY SUMMARY: THIS POLICY ESTABLISHES GUIDELINES FOR THE USE OF PERSONAL PROTECTIVE EQUIPMENT	

D. Types of PPE Provided by DSWM

1. Hard hats

Hard hats are required for the protection of heads of workers from impact and penetration from falling or flying objects and from limited electrical shock and burn.

Rules for wearing hard hats

- a. A hard hat will be issued to each employee. Each employee will sign for the hard hat and will be responsible for it's care and safekeeping.
- b. No insignias, designs or colors other than those issued may be worn or affixed to the hard hat.
- c. Lost or damaged hard hats must be reported to the supervisor at once. If loss or damage resulted from personal negligence, the employee will be required to reimburse the DSWM for the cost of a replacement hard hat.
- d. All hard hats must have suspensions and must be in good repair at all times.
- e. Hard hats must be returned to the supervisor when leaving County employment prior to the employee receiving a final paycheck.
- f. Employees required to wear hard hats and found not wearing them will be subject to disciplinary action.

2. Designated hard hat areas

Hard hats are to be worn at all times while on the active landfill site where any type of waste handling, construction or maintenance activities are taking place. An exclusion area is shown on Figure 1 with exception to the listed conditions. Other general areas where hard hats will be worn include, but are not limited, to the following:

- Near booms, cranes, grapples, etc.;
- Where trucks and other freight carriers are being unloaded or loaded;
- Around power equipment where there is a danger of objects being hurled or propelled;
- When operating or working near heavy equipment;
- When working in and around electrical power, high energy or voltage; and,
- Whenever there is a danger from falling or flying objects.

3. Responsibility

While in a hard hat area each employee is responsible for wearing a hard hat and ensure that it stays properly in place.

DEPARTMENT OF SOLID WASTE MANAGEMENT	POLICY NO: 110
	EFFECTIVE DATE: April 1, 2000
RESPONSIBLE DIVISION/SUBACTIVITY: ADMINISTRATION	APPROVED BY:
APPLICABLE TO: SOLID WASTE MANAGEMENT EMPLOYEES	PAGE: 3 OF 4
POLICY SUMMARY: THIS POLICY ESTABLISHES GUIDELINES FOR THE USE OF PERSONAL PROTECTIVE EQUIPMENT	

4. Eye and Face Protection

Eye and face protection shall be provided by the DSWM and worn by employees where machines or operations present the hazard of flying objects, glare, liquids, dust or a combination of these hazards.

Rules for wearing eye and face protection -including, but not limited, to the following:

- a. Failure to wear eye and /or face protection will be cause for disciplinary action;
- b. Employees will sign for this equipment and be responsible for its care. Loss or damage resulting from personal negligence will result in the employee being charged for replacemen: of the item;
- c. While operating bench and portable grinders and sanders;
- d. While welding or assisting in welding operations;
- e. While operating wood or metal cutting equipment;
- f. While spray painting or sandblasting;
- g. During all mowing operations, including operation of trimming and edging equipment and tractor operations;
- h. While using concrete breaking equipment; and,
- i. While in an area requiring eye and/or face protection, each employee is responsible for wearing protection for the eyes and face.

5. Hearing Conservation

It is the policy of the DSWM to protect employee's hearing, effectively manage or eliminate hazardous noise exposure, and ensure compliance with the Occupational Safety and Health Act Occupational Noise Exposure standard. Based upon noise monitoring results, a continuing Hearing Conservation Program has been established to meet these objectives (Refer to the DSWM's Hearing Conservation Program.)

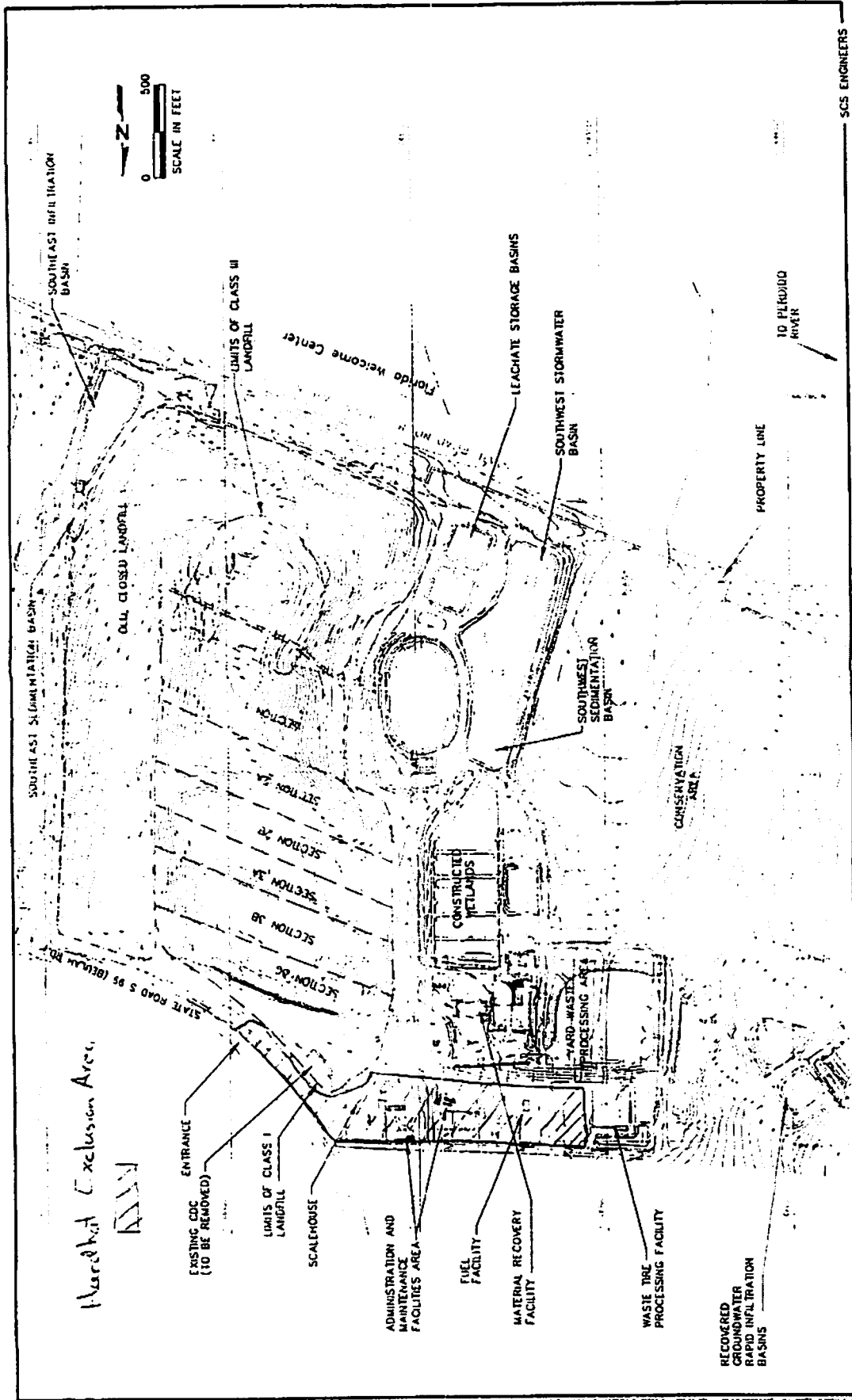
6. Hand Protection

The DSWM requires employees to use appropriate hand protection when employee's hands are exposed to hazards such as skin absorption of harmful substances, severe cuts or lacerations, abrasions, punctures and burns.

Rules for wearing hand protection - including, but not limited, to the following:

- a. Any time employees are actively working any waste handling, construction or maintenance activities on the landfill which routinely involve head, eye, face and foot protection.
- b. At times gloves may not be safe to wear when working with power tools or when working around machinery that require a sensitive touch or that may catch on glove fabric.

Figure 1



SCS ENGINEERS

Figure B-1 Facility Plan of Perdido Landfill, Escambia County, Florida.

EXHIBIT B

GROUNDS MAINTENANCE SCHEDULE

Service	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Mulch Shrub Beds 2 Ea.		1				1			1			
Weed Shrub Beds	1	1				1	1	1	1	1	1	
Trees and Shrubs						1			1			1
Ant Control	1	1				1	1		1		1	
Turf Areas - mow/trim edge/police/protect liner	3	1	1			2	4	4	4	4	5	4
Leach Basin mow/trim/turf/protect liner	3	1	1			2	4	4	4	4	5	4
River Walk - mow/trim	3	1	1			2	4	4	4	4	5	4
Terrace outfalls, 14 Ea. mow/trim area varies in accordance with large machine mow contract	1	1	1			1	1	1	1	1	1	1
3C concrete ditch approx. 850 feet							1		1			1
3C concrete ditch outfalls (8) Ea.							1		1			1
3C concrete ditch end walls (3) ea.							1		1			1
East concrete ditch approx. 1400 Ft.							1		1			1
South concrete ditch approx. 1300 Ft.							1		1			1
Lift stations (6 ea.) mow/trim approx 10 ft. perimeter @ ea.	1	1	1			1	1	1	1	1	1	1
Pump houses (3 ea.) mow/trim approx 10 ft. perimeter @ ea.	1	1	1			1	1	1	1	1	1	1
Fence lines @ HHW, Leachate Basins and Front Property line approx. 2600 feet.							1		1			1
Guard rails approx. 2319 feet							1		1			1
RMRF concrete ditch approx 325 feet	3	1	1			2	4	4	4	4	5	4
RMRF concrete ditch outfalls (4) ea.	3	1	1			2	4	4	4	4	5	4
RMRF turf area mow/trim/edge curb	3	1	1			2	4	4	4	4	5	4
Green waste perimeter concrete conveyance							1		1			1
Maintain irrigation Sys as needed												
Additional Line Item												
Fertilize Turf Areas						1						1